

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
TEXARKANA DIVISION**

IN RE: SUE E.SEHON

CASE NO. 09-70453

AMENDED CHAPTER 13 NARRATIVE STATEMENT OF PLAN-BUSINESS CASE

PAYMENT TO THE TRUSTEE: Shall be made from the debtor's employer as set forth below:

THE DEBTOR PROPOSES TO PAY \$790.00 PER MONTH TO THE TRUSTEE FOR 6 MONTHS ;THEN BEGINNING SEPTEMBER 2009, DEBTOR WILL PAY \$895.00 PER MONTH FOR EACH OF THE REMAINING 54 MONTHS OF THE PLAN. NEW BASE PAYMENTS SHALL BE \$53,070.00.

Name of employer: Miller County Sheriff

Address: Miller Co Treasurer Miller Co Courthouse 400 Laurel Texarkana, AR 71854

Indicate how often you are paid by checking the appropriate box below:

() Weekly; (X) Bi-weekly; () Semi-monthly; () Monthly; or () Other

(If other, please specify _____)

THE FIRST PAYMENT WILL BE MADE TO THE TRUSTEE AT P.O. BOX 190660, LITTLE ROCK, AR 72219-0660 WITHIN THIRTY (30) DAYS FROM THE DATE THIS PLAN IS FILED.

PLAN LENGTH:

The debtor proposes to pay all disposable income into the plan for not less than the applicable commitment period (unless unsecured are being paid 100%). The plan length will not exceed 60 months.

The debtor(s) plan length is 60 months.

I. ADMINISTRATIVE COSTS:

- 1) TRUSTEE'S FEES AND EXPENSES.
- 2) ATTORNEY FEES to be paid through the plan. \$3,383.00
All attorney fees must be approved by separate application.
(Attorney Fees paid by debtor prior to filing \$667.00)

II. CHILD SUPPORT

REGULAR PAYMENT: Check the appropriate box.

- (X) The debtor has no child support obligations.
- () The regular monthly support payment shall be paid by the debtor directly.
- () The regular monthly support payment of \$ _____ shall be paid through the plan.

ARREARAGE PAYMENT: The total back child support is \$ _____ and shall be paid through the plan at \$ _____ per month.

DSO CREDITORS

NAME AND ADDRESS OF CHILD SUPPORT RECIPIENT:

III. LONG TERM DEBTS:

The following debts will extend beyond the length of the plan. During the plan, the Trustee is to pay the regular, continuing monthly contract payment. If the claim is already in default, the Trustee will pay an additional sum each month until the default has been cured, in accordance with 11 U.S.C. Section 1322(b)(5). Upon completion of the plan, the debtor will resume payments on such claims pursuant to the terms of the original agreement.

CREDITOR	REG. PAYMENT	ARREARAGE	AMOUNT PER MONTH TO CURE ARREARAGE
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III. SECURED DEBTS WHICH WILL NOT EXTEND BEYOND THE LENGTH OF THE PLAN:

Secured creditors who will retain their liens and be paid the value of their collateral of the amount of their debt, **whichever is less**, shall be paid as follows:

CREDITOR	DEBT	VALUE	INT. RATE*	MO. PYMT	ADEQUATE PROTECTION MON PMT	ADEQUATE PROTECTION INTEREST IF APPLICABLE**
Bank America	'05 Nissan	\$14,000	8%	\$283.97 x 60 mo Total: \$17,037	\$40	
CNH	Tractor	\$4,979.37	8%	\$100.99 x 60 mo Total: \$6,059	\$20	
CNH	Mower	\$2,000	8%	\$40.57 x 60 mo Total: \$2,434	\$10	
Business Finance Services	Lien on business assets	\$1,594.20	4%	\$29.36 x 60 mo Total: \$1,761		

* If this space is left blank, no interest will be paid.

** Over Secured Creditors only and must specify contract rate.

ANY AMOUNT CLAIMED BY THE CREDITOR THAT EXCEEDS THE VALUE OF THE COLLATERAL WILL BE TREATED AS A NONPRIORITY UNSECURED CLAIM.

V. PMS Secured Claims to which 506 Valuation is Not Applicable:

CREDITOR	DEBT	VALUE	INT. RATE*	MO. PYMT	ADEQUATE PROTECTION MO. PYMT
Blue Word	2 nd mortgage on house Home Improvement Loan	\$15,248.20 (total debt)	7%	\$301.91 x 60 mo Total: \$18,115	\$25

VI. PROPERTY TO BE SURRENDERED

The following are creditors to whom the debtor surrenders the property securing the claim in accordance with 11 U.S.C. Section 1325(a)(5)(C). **No further payments are to be made to the creditor on the secured claim; however, the creditor may file a claim for the deficiency and will be treated as a nonpriority unsecured claim.**

<u>CREDITOR</u>	<u>DESCRIPTION OF PROPERTY</u>
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VII. PRIORITY DEBTS

Priority debts shall be paid in full in accordance with 11 U.S.C. Section 1322(a)(2), **unless**

otherwise indicated in this plan.

CREDITOR

PAYMENT

TOTAL

VIII. UNSECURED DEBTS:

CLAIMS SHALL BE PAID 100% UNLESS A DIFFERENT TREATMENT IS INDICATED BELOW:

- () Unsecured creditors shall be paid a definite percentage of their claims as filed and allowed by the Court. That percentage is _____.
- () Unsecured creditors shall receive \$ _____ to be disbursed in accordance with 1322 and 1325.
- (X) Unsecured creditors shall receive a pro rata share from funds remaining after payment of administrative, long term secured/unsecured, secured, priority, child support and special nonpriority unsecured claims and the debtor shall pay all projected disposable income into the plan for the benefit of unsecured creditors.

IX. SPECIAL NONPRIORITY UNSECURED DEBTS:

The following consumer debts shall be paid prior to other unsecured debts. The reason for this special treatment is stated below. Claims shall be paid 100% unless a different treatment is indicated.

<u>CREDITOR</u>	<u>DEBT</u>	<u>INT*</u>	<u>PYMT</u>	<u>REASON</u>
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* If space is left blank, no interest is to be paid.

X. DEBTS WHICH ARE NOT TO BE PAID BY THE TRUSTEE:

The only debts which may be paid in this manner are:

- 1) home mortgage, if current;
- 2) lease payments, if current;
- 3) child support payments per court order;
- 4) debts which are actually being paid by someone other than the debtor from property that is not property of the estate.

CREDITOR

DESCRIPTION OF PROPERTY/NATURE OF OBLIGATION

Century Bank

home mortgage

XI. EXECUTORY CONTRACTS:

The debtor () assumes or () rejects the following executory contract or unexpired lease.

If rejected, no further payments are to be made to the creditor on the contract or lease; however, the creditor may file a claim for the deficiency and will be treated as a nonpriority unsecured claim.

CREDITOR

CONTRACT AND/OR DESCRIPTION OF LEASED PROPERTY

XII. SALE OF ASSETS

The debtor proposes to sell the described real or personal property, after court approval and notice to creditors and the trustee, and will commit the proceeds as follows: N/A

XIII. OTHER PROVISIONS:

Other provisions of the plan which are not inconsistent with Title 11 of the United States Code, pursuant to 11 U.S.C. Section 1322(b)(10), are as follows: N/A

The property of the state shall continue to be property of the estate until such time as a discharge is granted or the case is dismissed. Unless otherwise provided, the debtor shall remain in possession of all property of the estate.

Post-petition claims provided for under 11 U.S.C. Section 1305 and 1322 (b)(6) may be added to the plan by the debtor and treated as though they were claims that arose before the commencement of the case.

In the even that a secured claim is allowed which is not provided for in the plan, then the trustee shall pay such creditor in full after this plan has in all other respects been completed.

In order to assist the debtor in the performance of the plan, the trustee may from time to time grant refunds to the debtor as may be necessary to satisfactorily complete the plan, provided that all sums necessary to complete the plan are ultimately paid by the debtor.

Date: 7/19/09

/s/ Rodney McDaniel
RODNEY McDANIEL
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Texarkana, TX 75503
870-772-7711
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ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I, Rodney McDaniel, hereby certify that a true and correct copy of the attached Amended Chapter 13 Plan has been served on Jack Gooding, Chapter 13 Trustee, and on the attached creditors by mail or electronic mail, on this 19th day of July, 2009.

/s/ Rodney McDaniel
Rodney McDaniel